2604.

SUPREME COURT OF THE UNITED STATES.

No. 188.

THE UNITED STATES, APPELLANT,

vs.

D. M. HUGHES AND AL.

ON APPEAL FROM THE CIRCUIT COURT, U. S., FOR LOUISIANA.

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GIDEON, Printer.

United States circuit court, fifth circuit, and district of Louisiana.

THE UNITED STATES
vs.
D. M. HUGHES et al. } No. 1,666.

Pleas and proceedings before the honorable circuit court, fifth circuit, and district of Louisiana.

At a circuit court of the United States, in and for the fifth circuit and district aforesaid, being the April term of said court, held at the city of New Orleans, in the district aforesaid, on the sixteenth and seventeenth days of June, A. D. one thousand eight hundred and forty-eight.

Be it remembered, that heretofore, to wit, on the 20th day of January, A. D. 1848, came Thomas J. Durant, attorney of the United States for the district of Louisiana, and filed in the clerk's office of said court any information and bill, in the words and figures following, to wit:

To the honorable the judges of the circuit court of the United States, for the fifth circuit and district of Louisiana. In chancery sitting.

Informing, sheweth unto your honors, Thomas J. Durant, attorney of the United States for the district of Louisiana, that on the twenty-second day of February, in the year one thousand eight hundred and twenty-two, a certain John Goodbee, who was at that time an inhabitant of the State of Louisiana, and district aforesaid, did deliver a notice in writing to the then register of the land office of the United States, at New Orleans, to the effect that he, the said John Goodbee, claimed to be entitled to preference in the purchase from the United States, at private sale, of a certain tract, piece, or parcel of land, designated as lot "one," lying principally on the north side of bayou Goula, and within the district of lands subject to entry at the said land office of the United States, at New Orleans; which claim for preference in purchase over all other persons was made by the said John Goodbee, under and by virtue of an act of the Congress of the United States, entitled an act for the final adjustment of land titles in the State of Louisiana, and Territory of Missouri; approved on the twelfth day of April, one thousand eight hundred and fourteen, as will be seen by exhibit A, filed herewith.

And the attorney of the United States aforesaid further informs your honors, that the said John Goodbee did, on or about the day and date aforesaid, to wit, the twenty-second day of February, one thousand eight hundred and twenty-two, furnish satisfactory proof to the register of the said land office of the United States, at New Orleans, and to the receiver of public moneys, for the district of lands subject to entry at the aforesaid land office; that he, the said John Goodbee, was

entitled, under and by virtue of the statutes of the United States, in such case made and provided, to the preference which he claimed as above set forth, in becoming the purchaser of the aforesaid lot number "one," lying principally on the north side of bayou Goula, in the State of Louisiana as aforesaid, as will be seen by exhibit A, filed herewith.

And the attorney of the United States aforesaid further informs your honors, that on the day and date aforesaid, to wit, on the twenty-second day of February, in the year one thousand eight hundred and twenty-two, the said lot number one, lying principally north of bayou Goula, in the State of Louisiana aforesaid, was supposed to contain one hundred and sixty acres of land, but that the exact contents of its area could not, at that time, be better ascertained; and that its descriptions by the bearings and distances, as they are usually expressed in the technical language of surveyors, could not, at that time, be more accurately set forth and distinguished, on account of the fact that at that time the connection of the public surveys, embracing the aforesaid tract of land, styled lot number one, lying principally north of bayou Goula, in the State of Louisiana, had not then been made by the United States surveyors, and returned to the aforesaid local land office in New Orleans.

And the attorney of the United States aforesaid further informs your honors, that on the day and date aforesaid, to wit, on the twenty second day of February, in the year one thousand eight hundred and twenty-two, the said John Goodbee did pay to the receiver of public moneys at New Orleans the sum of two hundred dollars, being the full sum and price at the lawful rate of one dollar and twenty-five cents per acre for one hundred and sixty acres of land; which said tract or lot of land was supposed to contain at that time, to the best knowledge of the said John Goodbee, and of the said register and receiver at New Orleans, which will be seen by exhibit B, herewith filed; and that thereupon, that is to say, upon the payment of the two hundred dollars aforesaid for the lot of land aforesaid, by John Goodbee aforesaid, the receiver of public moneys aforesaid did then and there issue and deliver to John Goodbee aforesaid a certificate in the usual form, declaring and certifying, as was usual and legal in such cases, that the said John Goodbee had a right to a preference in the purchase at private sale of the aforesaid lot, piece, or parcel of land, then only known and described as "lot number one, lying principally north of bayou Goula."

And the attorney of the United States aforesaid further informs your honors, that subsequently, when the connections of the public surveys were completed for the district of country comprehending the aforesaid portion of land, and were returned into the land office at New Orleans, the said lot, piece, or parcel of land was found to be accurately described as "lot number one, on the north side of bayou Goula, in section number fifty-four, in township ten, west of the Mississippi, of range twelve east," and was by the return aforesaid found to contain one hundred and seventy-five acres and forty-six one-hundredth parts of an acre, ($175\frac{46}{100}$ acres.)

And the attorney of the United States aforesaid further informs your honors, that by reason of the various acts and doings of the said John Goodbee, on or about the aforesaid twenty-second day of February, one thousand eight hundred and twenty-two, that is to say, his notice to the register of the land office aforesaid, at New Orleans, the satisfactory proofs by him, the said John Goodbee, then and there furnished as aforesaid, of his right to a preference in the purchase of the said land as aforesaid, the payment of two hundred dollars by him, the said John Goodbee as aforesaid, to the receiver of public moneys; and by the certificate of his being entitled to a preference in the purchase of the aforesaid piece, or parcel, or lot of land, given, issued, or delivered to him, the said John Goodbee, by the register of the land office at New Orleans as aforesaid, the said John Goodbee did become entitled to enter said lot, piece, or parcel of land, and that he, the said John Goodbee, did enter the said land on the twenty sixth day of the said month of February, in the year one thousand eight hundred and twenty-two, and that by reason of the facts as aforesaid he, the said John Goodbee, was then and there entitled to a preference for the purchase, not only of the amount of one hundred and sixty acres, which the lot aforesaid was then and there supposed to contain, and which could not then be more accurately ascertained, but that he, the said John Goodbee, was then and there entitled to such preference for the entire tract, such as it then existed, and as it was afterwards found to be, when the connection of the public surveys, for the district of country embracing the said tract, was perfected, as has been already fully set forth, as will be seen by exhibit C, herewith filed; and that after the said twenty sixth day of February, in the year one thousand eight hundred and twenty-two, no part or portion of the said piece, parcel, or "lot of land number one, on the north side of bayou Goula, in section number fifty-four, in township ten, west of the Mississippi, of range twelve east, containing one hundred and seventy-five and forty-six one-hundredth parts of an acre, was susceptible of being sold by the United States to any other person, nor liable to be entered by any other person in any manner, than by the said John Goodbee; and that subsequently, to wit, on the third day of April, in the year one thousand eight hundred and forty-six, the assigns of the said John Goodbee did pay to the receiver of public moneys, at New Orleans, the sum of nineteen dollars and thirty-two cents, being the difference between the price of two hundred dollars, and that of two hundred and nineteen dollars and thirty-two cents, the former being the price of one hundred and sixty acres, which the said piece, parcel, or lot of land was supposed to contain at the date of the original entry, to wit, on the twenty-second day of February, in the year one thousand eight hundred and twenty-two, and the latter being the price of one hundred and seventy-five acres and forty-six one-hundredth parts of an acre, which said tract of land was found to contain when the connections of the public surveys were completed, and that the payment so made by the assigns of John Goodbee was intended and taken as a

completion of, and as a part and parcel of, his original entry, as will be seen by exhibit D, herewith filed.

And the attorney of the United States aforesaid further informs your honors, that on or about the fourteenth day of May, in the year one thousand eight hundred and thirty-six, one David Michael Hughes, who resides near the town of Alexandria, in the State of Louisiana, did make an application to the register of the United States land office at New Orleans, to be allowed to enter and to purchase, at private sale, the aforesaid piece, parcel, or lot of land, falsely representing to the said register that the said land was then liable to entry and sale; that the said David Michael Hughes was then and there, by the said register of the land office, permitted to enter the said land as if the same was liable to private entry. And that the said David Michael Hughes, still falsely representing the said land as liable to private entry and sale, did, on the day and date aforesaid, to wit, on the fourteenth day of May, in the year one thousand eight hundred and thirty-six, pay to the receiver of public moneys for the district of lands subject to entry at New Orleans, the sum of two hundred and nineteen dollars and thirty-two cents; and that there was then and there issued and delivered to the said David Michael Hughes, by the register of the land office at New Orleans aforesaid, the usual certificate given in such cases.

And the attorney of the United States aforesaid further informs your honors, that on the sixteenth day of April, in the year one thousand eight hundred and forty-one, the said David Michael Hughes did present to the commissioner of the General Land office, at Washington city, the certificate aforesaid so issued to him by the register of the United States land office at New Orleans as aforesaid, and still falsely representing that the land aforesaid was subject to private entry and sale, and that he, the said David Michael Hughes, had legally paid for the same, did procure the said commissioner of the General Land office of the United States to issue and deliver to him, the said David Michael Hughes, a patent in the usual form, appearing to confirm unto him, the said David Michael Hughes, the aforesaid land, as will be seen by exhibit E, herewith filed.

And the attorney of the United States aforesaid further informs your honors, that all the acts and doings of the register of the land office, and the receiver of public moneys, at New Orleans, in permitting said David Michael Hughes to enter and pay for the said land, were done in error, and were at the time, and are now, null and void; and that the acts and doings of the commissioner of the General Land office, at Washington city, in issuing a patent to the said David Michael Hughes, were also then, and are now, null and void; because the said land has, as is above set forth, long before been sold by the United States to John Goodbee. And that the said David Michael Hughes is bound, in equity and good faith, to restore and give up said patent, and not to pretend to or set up under the same any title to the said land.

And the attorney of the United States aforesaid further informs your honors, that he is informed and verily believes, and he so alleges it,

that the said John Goodbee is dead, and that the said land is now in the joint occupation and possession of Robert Sewall, who resides on the said land, and of Franklin Hudson, a minor, who has not yet attained the age of majority, but who is represented by a tutor, duly appointed to him according to the laws of Louisiana, viz., Holmes Hutchison, who is at present within the jurisdiction of this honorable court, and that said parties pretend to possess said land as owners and by a direct chain of titles from said John Goodbee, and the said land is now worth a much greater sum than five hundred dollars; and that said parties now in possession of it ought to be made parties to these proceedings, to the end that they may have notice thereof, and that they may afford this honorable court such information and assistance as the purposes of justice may require.

And the attorney of the United States aforesaid further informs your honors, that as soon as the errors were discovered which had been made in issuing a patent for said land to David Michael Hughes, and in the various acts and doings of the officers of the United States at New Orleans, preparatory thereto, and before the institution of these present proceedings, the said David Michael Hughes was amicably requested to give up and restore said patent to the Commissioner of the General Land office, and to receive back from the treasury of the United States the aforesaid sum of two hundred and nineteen dollars and thirty-two cents which he had erroneously paid for said land to the receiver of public moneys at New Orleans; and that he, the said David Michael Hughes, was then and there fully informed of all the errors which had been committed in said proceedings; but that he, the said David Michael Hughes, utterly refused to take back the said money, and to restore and give up the patent for the said land obtained by him through fraud and misrepresentation as aforesaid: and, on the contrary, he, the said David Michael Hughes, insists on holding said patent, and as the attorney aforesaid is informed, and now alleges it to the court, he, the said David Michael Hughes, has commenced suit in one of the State courts of Louisiana against the present possessors of the said land, who hold the same under John Goodbee aforesaid, to deprive them of said land by means of said patent, to the great damage and injury of the United States, who are bound in equity and good faith to hold harmless all persons who have derived title to the said land from the said John Goodbee, from the consequences of the errors and mistakes of their own, the United States' officers, and particularly from those of the error in issuing a patent for the said land to David Michael Hughes as aforesaid.

But now, so it is, may it please your honors, that the said David Michael Hughes, combining and confederating with divers persons at present unknown to the attorney of the United States aforesaid, whose names, when discovered, the attorney aforesaid prays he may be at liberty to insert herein, with apt words to charge them as parties defendant hereto, and contriving how to wrong and injure the United States,

absolutely refuses to comply with such requests, and he, the said David Michael Hughes, at times pretends:

That the aforesaid tract of land was not entered on the twenty-second day of February, in the year one thousand eight hundred and twenty-two, at the land office in New Orleans, by John Goodbee aforesaid, and that the said John Goodbee did not then and there pay for the said land to the receiver of public moneys at New Orleans, and that the said John Goodbee did not then and [there] become entitled to said tract of land, and that the register of the land office at New Orleans did not issue a certificate then and there to the said John Goodbee, declaring him to be entitled to a preference in the purchase of said land from the United States: and that the said John Goodbee, by virtue of the certificate so issued and delivered to him, was not entitled to a preference in the purchase from the United States of the piece, parcel, or lot of land, number one, on the north side of bayou Goula, in section number fifty-four, in township ten, west of the Mississippi, of range twelve east; and that the entry made by him, the said David Michael Hughes, at the land office in New Orleans, on the fourteenth day of May, in the year one thousand eight hundred and thirty-six, was not erroneous, false, or fraudulent; and that the patent issued to him, the said David Michael Hughes, by the commissioner of the General Land office, was not so issued and delivered to him illegally, and through error, and in consequence of misrepresentation and misinformation; and that he, the said David Michael Hughes, was not requested to return and restore said patent to the proper officer of the United States, and to receive back the money from the treasury which he paid for said land in error; and that he, the said David Michael Hughes, is not bound, either in law or in equity and good morals, to restore said patent, erroneously issued and delivered to him, to the proper officer of the United States; and that the assigns of the said John Goodbee are not the true and lawful owners of said land; and that he, the said David Michael Hughes, is entitled, by his possession of the patent aforesaid, to bring and carry on a suit at law against the assigns of the said John Goodbee, who hold the land from him, the said John Goodbee, and from the United States, in order to dispossess them of said land; and that the said land is not worth a sum exceeding five hundred dollars; and that the said United States are not bound in equity and good faith to protect and defend the assigns of John Goodbee from the consequences of the errors of their own officers, and particularly from those of the various errors committed in issuing and delivering a patent to him, the said David Michael Hughes, for the said land; and that the United States have no right in equity to call upon him to restore the patent erroneously issued to him for said land.

All which actings, doings, pretences, and refusals are contrary to equity and good conscience, and tend to the manifest wrong and injury of the United States in the premises. In consideration whereof, and forasmuch as the United States can only have adequate relief in the premises in a court of equity, where matters of this sort and nature are

properly cognizable and relievable; to the end, therefore, that the said defendants may, if they can, show why the United States should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter mentioned and set forth, as by the note hereunder written they are respectively required to answer, that is to say:

1st. Whether the said land was not entered by David Michael Hughes at the land office of the United States in New Orleans, on the fourteenth day of May, one thousand eight hundred and thirty-six?

2nd. Whether in making said entry he, the said David Michael Hughes, did not represent said land to the register of the land office as land that was then subject to entry and private sale?

3rd. Whether at the time of making said entry he, the said David Michael Hughes, did not know that the said land had previously been sold by the United States to John Goodbee?

4th. Whether he, the said David Michael Hughes, did, on the sixteenth day of April, in the year one thousand eight hundred and forty-one, obtain or procure a patent for said land from the General Land office in Washington?

5th. Whether said David Michael Hughes has, since the patent was procured by him, and before the institution of these proceedings, been called upon to restore and give up said patent to the proper officer of the United States, on the ground that said patent was erroneously issued and delivered to him, and to receive back the money which he paid into the Treasury as the price of said land?

6th. Whether the said David Michael Hughes has not refused to give up said patent when so called upon?

7th. Whether the said David Michael Hughes has not commenced, and is not now carrying on, proceedings at law in one of the State courts of Louisiana to obtain possession of said land by virtue of said patent; and, if yea, in what court, and who are the parties defendant in said suit?

8th. Whether at the time of his procuring said patent from Washington he, the said David Michael Hughes, did not have information, or did not have reason to believe, that the said land had formerly been entered and paid for by John Goodbee?

9th. Whether the said John Goodbee is now alive; and, if not, when did he die?

10th. Whether the said David Michael Hughes did not know, or was not informed, when he entered said land, that the land was in possession of Robert Sewall and of Franklin Hudson; or did he not know or believe that it was in possession of some parties claiming it as owners, and of whom?

11th. In whose possession is said land now, and by what title do the

present possessors hold it; is said title derived from John Goodbee, and how?

And the attorney of the United States aforesaid prays that your honors may be pleased to order that a writ of injunction may [be] issued under the seal of this honorable court, directed to the said David Michael Hughes, restraining him from proceeding at law in any of the courts of Louisiana or elsewhere, upon said patent erroneously issued and delivered to him as aforesaid, to obtain possession of said land, and further restraining him from selling, disposing of, or parting with said patent during the pendency of these proceedings; and that a writ of subpœna be directed to the said David Michael Hughes, to the said Robert Sewall, and to the said Franklin Hudson, represented by his tutor, Hutchinson Holmes, directing them to be and appear personally at a certain day, and under a certain pain therein to be limited, *to be and appear* before this honorable court, and then and there full, true, direct, and perfect answer make to all and singular the premises, and further to stand to and perform and abide such further order, direction, and decree therein, as to your honors shall seem meet. And the attorney of the United States aforesaid prays, that after all due proceedings shall have been had, that the said David Michael Hughes may be decreed to deliver up the patent as aforesaid to the United States to be cancelled, as having been issued and delivered to the said David Michael Hughes in error and without right. And the attorney of the United States aforesaid prays for such other and further and general relief in the premises as unto your honors shall seem meet, and the nature of this case may require.

THOMAS J. DURANT,
Attorney of the United States
for the district of Louisiana.

The defendant, David Michael Hughes, is required to answer the interrogatories numbered respectively 1, 2, 3, 4, 5, 6, 7, 8, 10; and the defendants, Robert Sewall and Franklin Hudson, the minor, represented by his tutor, Holmes Hutchinson, are each required to answer the interrogatories numbered respectively 9, 11.

Endorsement on bill.

I accept service of process of subpœna herein. New Orleans, January 25, 1848.

HOLMES HUTCHINSON,
Tutor of Franklin Hudson.

A.

Exhibit A, referred to in bill.

Abstract of land entered at the land office at New Orleans as settlement rights, in virtue of the 5th section of the act of 12th April, 1814, entitled "an act for the final adjustment of land titles in the State of Louisiana and Territory of Missouri," from the day of to the day of .

When entered.	Number of receipt and certificate.	BY WHOM ENTERED.		TRACT PURCHASED.				QUANTITY.		PRICE PER ACRE.		PURCH. MONEY.		Water course.	GEN'L LAND OFFICE TRACT BOOK.		Remarks by the Surveyor Gen. Louisiana, May 27th, 1844.
		Name.	Situation.	Section or part of section.	No. of sect'n.	No. of town ship.	No. of range.	Acres.	100ths.	Dollars.	Cents.	Dollars.	Cents.		Volume.	Folio.	
1822. Feb. 26,	8	John Goodbee.	Cy. Iberville.	Lot No. 1, (in red,) sec. No. 54, bayou Goula, north side.....	54	10	12	160	00	1	25	200	00	Par. of Iberville.	2	182	Cont'ns 175 acres as pr. map.

GENERAL LAND OFFICE, *August 14th*, 1846.

I, James H. Piper, acting commissioner of the General Land office, do hereby certify, that the above is a true and correct extract from the original on file in this office.

[SEAL.] In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

JAMES H. PIPER,
Acting Commissioner of the General Land office.

Exhibit B.

Register of settlement rights sold in virtue of the 5th section of an act of Congress, dated 12th April, 1814, entitled "An act for the final adjustment of land titles in the State of Louisiana and Territory of Missouri.

Date of Receipt.	No. of application and receipt.	Land by whom purchased.		Tract purchased.			Rate per acre.		Amount purchase money.	
		Name.	Place of residence and location.	Water course.	Quantity.		Dolls.	Cts.	Dolls.	Cts.
					Acres.	100ths				
1822. Feb. 26	8	John Goodbee	Cy. Iberville	Mississippi river	160	.....	1	25	200	00

GENERAL LAND OFFICE, *August* 14, 1846.

I, James H. Piper, acting commissioner of the General Land office, do hereby certify, that the above is a true and correct extract from the original on file in this office.

In testimony whereof I have hereunto subscribed my name, and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written. [SEAL.]

JAMES H. PIPER,
Acting commissioner of the General Land office.

Exhibit C.

LAND OFFICE, NEW ORLEANS,
February 23, 1846.

SIR: Your letter of the 10th inst., requesting a report of all the facts of the case of John Goodbee's entry, in February, 1822, under the act of April 12, 1814, per certificate number 8, has been received.

From the records of this office it appears, that Mr. Goodbee filed his application to purchase a tract of land under the Pre-emption act of April 12, 1814, designated as lot 1, lying principally on the north side of the bayou Goula; that the proof adduced being satisfactory to the register and receiver, a certificate, bearing date February 22, 1822, was issued by the register that Mr. Goodbee had a right, and on the 26th day of the same month the entry was completed.

It further appears that, on the tract book under the President's proclamation of August 11, 1823, lot No. 1, north side of bayou Goula, is there registered in the order of sale; but opposite is written, in the handwriting of Samuel H. Harper, the then register, "sold;" and on the same line in pencil, in the handwriting of the register's clerk, in 1836, "Hudson." Although thus registered under the President's pro-

clamation of a sale of land in 1823, there can be no doubt that the tract had been already disposed of, as the word sold indicated; and that it is the same lot designated in Mr. Goodbee's application, as may be traced on township plat 10, R. 12 E., as section 54, sold to David Michael Hughes on the 14th May, 1836, per certificate No. 644, the number of said section being No. 1 on the original plat, which No. is still retained in red ink on the plat by which Mr. Hughes was permitted to make his entry; and what may appear singular, Hughes' entry is the only one on record of land that had been offered at public sale, and thus rendered subject to private entry, from the 6th day of July, 1835, to the 21st September, 1838—a period embracing upwards of three years!

I transmit, herewith, a copy of John Goodbee's application and of two affidavits enclosed therein. Mr. Hughes has been notified to return his patent.

I have the honor to be, sir, very respectfully, your obedient servant,

PETER LAIDLAW, *Register*.

To the Hon. JAMES SHIELDS,
Commissioner of the General Land office, Washington city.

GENERAL LAND OFFICE, *August* 14, 1846.

I, James H. Piper, acting commissioner of the General Land office, do hereby certify, that the foregoing, on pages 1 and 2, is a true and literal exemplification of the original on file in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[SEAL.]

JAMES H. PIPER,
Acting commissioner.

Exhibit D.

GENERAL LAND OFFICE, *August* 14, 1846.

I, James H. Piper, acting commissioner of the General Land office, do hereby certify, that the annexed are true and literal exemplifications of the originals on file in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[SEAL.]

JAMES H. PIPER,
Acting commissioner of the General Land office.

Act of April 12, 1814.

No. 8. LAND OFFICE AT NEW ORLEANS, *April* 3, 1846.

It is hereby certified that, in pursuance of law, John Goodbee, parish of Iberville, State of Louisiana, on the 26th day of February, 1822,

purchased of the register of this office the lot No. 1, north side bayou Goula, or section No. fifty-four, in township No. ten, of range twelve E., containing one hundred and seventy-five $\frac{46}{100}$ acres, at the rate of one dollar and twenty five *per* cents per acre, amounting to two hundred and nineteen dollars and thirty-two cents, for which the said John Goodbee has made payment in full as required by law.

Now, therefore, be it known, that, on presentation of this certificate to the Commissioner of the General Land office, the said John Goodbee shall be entitled to receive a patent for the lot above described.

PETER LAIDLAW, *Register.*

West of Mississippi river.

Entd., p. certif. No. 8, 160 acres, by plat returned, sec. 54, of T. 10, R. 12, cont'g $175\frac{46}{100}$. Entered per cert. receiver=15.46 *a* $1\frac{25}{100}$, $19 32. $2896\frac{1}{2}$.

No. $2896\frac{1}{2}$.

RECEIVER'S OFFICE, *at New Orleans*, 3 *April*, 1846.

Received from John Goodbee, of the parish of Iberville, the sum of nineteen dollars and thirty-two cents, being in full for the residue of the lot 1, N. side bayou Goula, or section No. 54, in township No. 10, S., of range No. twelve E., containing seventeen $\frac{46}{100}$ acres, and forty-six hundredths, at $1 $\frac{25}{100}$ per acre, $19 32.

O. B. HILL, *Receiver.*

Commissioner's instructions dated March 25th, 1846.

Exhibit E.

GENERAL LAND OFFICE, *August 14th*, 1846.

I, James H. Piper, acting commissioner of the General Land office, do hereby certify, that the annexed is a true and literal exemplification from vol. 2, page 137, of the patent records in this office.

In testimony whereof I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

[L. S.]

JAMES H. PIPER

Acting commissioner of the General Land office.

Certificate No. 644.

The United States of America, to all [to] whom these presents shall come, greeting:

Whereas David Michael Hughes, of New Orleans, has deposited in the General Land office of the United States a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said David Michael Hughes, according to the provisions of the act of Congress of the twenty-fourth of April, 1820, entitled an act making further provision for the sale of the public lands, for section fifty-four, in township ten, of range twelve east, in the district of lands subject to sale at New Orleans, Louisiana, containing one

hundred and seventy-five acres and forty-six hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land office by the surveyor general; which said tract has been purchased by the said David Michael Hughes. Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said David Michael Hughes, and to his said heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances of whatever nature thereunto belonging, unto the said David Michael Hughes, and to his heirs and assigns forever.

In testimony whereof I, John Tyler, President of the United States of America, have caused these letters to be made patent, and [L. S.] the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the sixteenth day of April, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States the sixty-fifth.

By the President, JOHN TYLER,
By W. P. CAUSIN, *Secretary*.
JOS. S. WILSON,
Acting recorder of the General Land office ad interim.

And afterwards, to wit, on the 21st day of January, A. D. 1848, the following subpœnas in chancery were issued from the clerk's office of the said court:

UNITED STATES of AMERICA.

The President of the United States, to the marshal for the district of Louisiana, greeting.

You are hereby commanded to summon Franklin Hudson, represented by his tutor, Hutchinson Holmes, to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of March, 1848, then and there to answer a bill in chancery filed against him, wherein the United States are complainants, and the said D. M. Hughes et als., are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 21st day of January, [L. S.] in the year of our Lord one thousand eight hundred and forty-eight, and the seventy-second year of American independence.

ED. RANDOLPH, *Clerk*.
By J. Q. A. HOIT, *Dep. Clerk*.

The defendant is required to enter his appearance in the case in the clerk's office on or before the first Monday of March, 1848, otherwise the bill may be taken pro confesso. HOIT, *D. C.*

Marshal's return.

Received January 21st, 1848, and on the 25th January, 1848, served a copy of the within subpa. in chancery on Franklin Hudson, represented by his tutor Holmes Hutchinson, by personal service on said Holmes Hutchinson, at the city of New Orleans. Returned January 25, 1848.

J. H. REINHART,
U. S. Deputy Marshal.

Subpœna.

UNITED STATES OF AMERICA.

The President of the United States, to the marshal for the district of Louisiana, greeting:

You are hereby commanded to summon Robert Sewal to appear before the honorable the judges of the fifth judicial circuit of the United States of America, at a circuit court to be holden on the first Monday of March, 1848, then and there to answer a bill in chancery, filed against him, wherein the United States are complainants, and the said D. M. Hughes et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this the 21st day of January, in [SEAL.] the year of our Lord one thousand eight hundred and forty-eight, and the 72d year of American independence.

ED. RANDOLPH, *Clerk.*
By J. Q. A. HOIT, *Dep. Clerk.*

The defendant is required to enter his appearance in the case in the clerk's office, on or before the first Monday of March, 1848, otherwise the bill may be taken pro confesso.

HOIT, *D. C.*

Marshal's return.

I accept service of copy of within subpœna in chancery. Parish Iberville, 29th January, 1848. 97 miles up from New Orleans.

ROBERT SEWALL.

Returned into court, February 7th, 1848.

CHARLES A. LABUZAN,
Deputy U. S. Marshal.

Subpœna in chancery.

UNITED STATES OF AMERICA.

The President of the United States, to the marshal of the district of Louisiana, greeting:

You are hereby commanded to summon David Michael Hughes, to appear before the honorable the judges of the fifth judicial circuit of the

United States of America, at a circuit court to be holden on the first Monday of March, 1848, then and there to answer a bill in chancery, filed against him, wherein the United States are complainants, and said D. M. Hughes et als. are defendants.

Herein fail not, and have you then and there this writ, with your endorsement thereon how you have executed the same.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States of America, this the 21st day of January, in the year of our Lord one thousand eight hundred and forty-eight, and the seventy-second year of American independence.

[SEAL.]

ED. RANDOLPH, *Clerk.*
By J. Q. A. HOIT, *Dep. Clerk.*

The defendant is notified that he is required to enter his appearance in the case in the clerk's office, on or before the first Monday of March, 1848, otherwise the bill may be taken pro confesso.

HOIT, *D. C.*

Marshal's return.

Received 21st January, 1848, and on the 15th day of February, 1848, served a copy of the within subpœna in chancery on Mr. David Michael Hughes in person at his residence, Spring's Place, parish of Rapides, 360 miles from New Orleans.

Returned February 19th, 1848.

JOS. PRADOS, JR.,
Deputy U. S. Marshal.

Appearance.

And afterwards, to wit, at March rules, 1848, the following entry was made on the chancery order docket of the said court:

THE UNITED STATES vs. D. M. HUGHES et als. } No. 1666.

This day came Isaac T. Preston, solicitor for Robert Sewall, and Franklin Hudson, by his guardian, Holmes Hutchinson, and entered their appearance to the bill, and filed their answer and exhibits.

Answer of Robert Sewall and Franklin Hudson.

THE UNITED STATES vs. D. M. HUGHES et al. } No. 1666.

The circuit court of the United States, for the fifth circuit and district of Louisiana, in chancery sitting.

The joint and several answers of Robert Sewall and Franklin Hudson, an infant under the age of twenty-one years, by Holmes Hutchin-

son, his tutor, two of the defendants to the bill of complaint of the United States, complainants.

These defendants, for answer unto so much of said complainant's bill of complaint as they are advised is material for them to make answer unto, answer and say, that according to their information and belief John Goodbee is now alive, and that he resides near Covington in this State.

And these defendants further answering say, that the land to which reference is made in the complainant's bill, and therein described as *as* lot number "one," on the north side of bayou Goula, in section fifty-four, in township ten, west of the Mississippi, of range twelve east, is in possession of these defendants, Robert Sewall and Franklin Hudson, by his tutor, Holmes Hutchinson. That this land aforesaid has been in their possession, and those under whom they claim, for about thirty-nine years. That during said period it has been successively cultivated for corn and cotton, and now forms a part of a sugar plantation; that said land was peaceably possessed by these defendants, and those under whom they claim, until the month of August, in the year one thousand eight hundred and forty-two, when a suit at law was instituted by David M. Hughes, one of the defendants to complainant's bill, to evict these defendants, Robert Sewall and Franklin Hudson, who answers by his tutor, Holmes Hutchinson, upon a pretended title from a recent purchase made of the land office of the United States at New Orleans, which purchase or entry was made on or about the fourteenth day of May, one thousand eight hundred and thirty-six, and upon a patent for said land, issued by the Commissioner of the General Land office of the United States, on the sixteenth day of April, one thousand eight hundred and forty-one.

And these defendants further answering say, that they jointly possess said land and hold the same by a chain of title beginning in the year one thousand eight hundred and nine; that Daniel Beedle, as these defendants are informed and believe, inhabited and cultivated the aforesaid land in the year one thousand eight hundred and nine, and having inhabited and cultivated said land for several years, the aforesaid Daniel Beedle was succeeded by John Goodbee, who, on or before the twenty-second day of February, one thousand eight hundred and twenty-two, made application at the land office of the United States at New Orleans, under an act of Congress, passed on the 12th day of April, one thousand eight hundred and fourteen, entitled an "act for the final adjustment of land titles in the State of Louisiana and Territory of Missouri," for the pre-emption right to said land, as will more fully appear by exhibit marked No. 1, hereto annexed, to which reference is prayed and which is asked may be taken as part of this answer.

And these defendants further answering say, that the said John Goodbee, on the twenty-fifth day of January, one thousand eight hundred and nineteen, and on the seventeenth day of April, of the same year, obtained satisfactory proof, by Charles Cox and Philip Stope, of his

pre-emption right to said land, as will more fully appear by exhibit marked No. 2, hereunto annexed, to which reference is asked, and which is prayed may be taken as part of this answer.

And these defendants further answering say, that the said John Goodbee, on the twenty-second day of February, one thousand eight hundred and twenty-two, did furnish the aforesaid proofs to the register of the land office at New Orleans, and thereupon that the said register certified that the applicant had a pre-emption right to the land claimed, and that he, the said applicant, John Goodbee, was entitled to one hundred and sixty acres of land, as applied for, subject, however, to the sectional or divisional lines to be thereafter run under the authority of the U. States, as will more fully appear by exhibit marked No. 3, hereunto annexed; to which reference is asked, and which is prayed may be taken as part of this answer.

And these defendants further answering say, that on the twenty-sixth day of February, one thousand eight hundred and twenty-two, the said John Goodbee paid to the receiver of public moneys the sum of two hundred dollars, for one hundred and sixty acres of said land, known as lot number one, lying principally north of bayou Goula, in the State of Louisiana, as will more fully appear by exhibit marked No. 4, hereunto annexed, to which reference is asked, and which is prayed may be taken as part of this answer.

And these defendants further answering say, that as they are informed and believe said lot number "one," at the time the said John Goodbee paid the said sum of two hundred dollars to the said receiver of public moneys, was thought to contain but one hundred and sixty acres of land.

And these defendants further answering say, that on the twenty-seventh day of January, one thousand eight hundred and twenty-two, the said John Goodbee conveyed the aforesaid land, known as lot number "one," to Reuben Bush, as will more fully appear by exhibit marked No. 5, hereunto annexed, to which reference is asked, and which is prayed may be taken as part of this answer.

And these respondents further answering say, that on the nineteenth day of June, one thousand eight hundred and twenty-four, the said Reuben Bush conveyed the aforesaid land, known as lot number "one," to Robert Loyd, as will appear more fully by exhibit marked No. 6, hereunto annexed, to which reference is prayed, and which is asked may be taken as part of this answer.

And these defendants further answering say, that on the twenty-fifth day of April, one thousand eight hundred and twenty-five, the said Robert Loyd and Silas F. Hudson were cultivating the said land known as No. "one," or section fifty-four, and one other lot of land known as lot number "two," or section number fifty-five, in co-partnership; that in consideration of said co-partnership and of the conveyance by Silas F. Hudson of certain things to the co-partnership aforesaid, the said Robert Loyd did sell, convey, and set over to the said co-partnership the said tract of land known as lot number "one," together with

one other tract of land known as number "two." That the said Robert Loyd and Silas F. Hudson did, by the same act which was passed on the 12th day of September, one thousand eight hundred and twenty-five, and by which the said lots number "one" and No. "two" were conveyed to the co-partnership between the said Robert Loyd and Silas F. Hudson, enter into a co-partnership, by which it was agreed that there should be, and was, a co-partnership between them for carrying on and cultivating the plantation or land aforesaid, and described as lot number "one," and lot number "two," to continue for the period of five years from the first day of January last, passed before the signing of the act of conveyance, and that the expenses of said plantation and the profits and losses that might be made or result therefrom, should be borne and shared equally between the said parties, Robert Loyd and Silas F. Hudson, as will more fully appear by exhibit marked No. 7, hereunto annexed; to which reference is asked, and which is prayed may be taken as part of this answer.

And these defendants further answering say, that on the second day of July, one thousand eight hundred and twenty-seven, Robert Loyd, together with other things, conveyed unto Silas F. Hudson an equal and undivided half of the aforesaid lots of land, known as lots number "one" and number "two," as will more fully appear by exhibit marked number 8, hereunto annexed; to which reference is asked, and which is prayed may be taken as a part of this answer.

And these defendants further answering say, that on the seventeenth day of March, one thousand eight hundred and thirty-six, the said Silas F. Hudson conveyed, with other things, the undivided half of said lots number one and number two to William M. Lambeth, as will more fully appear by exhibit marked number 9, hereunto annexed; to which reference is asked, and which is prayed may be taken as part of this answer.

And these respondents further answering say, that on the twenty-fifth day of January, one thousand eight hundred and forty-one, the said William M. Lambeth, and his wife Georgiana Slocum, conveyed the undivided half or moiety of the aforesaid lots of land, known as lots number "one" and number "two," to Robert Sewall, one of these defendants, as will more fully appear by exhibit marked number 10, hereunto annexed; to which reference is made, and which is prayed may be taken as part of this answer.

And these defendants further answering say, that they are informed and believe that Silas F. Hudson died on or about the 10th day of October, one thousand eight hundred and thirty-nine; that Franklin Hudson was the only surviving heir of said Silas F. Hudson, and as such succeeded to the rights of the said Silas F. Hudson in the said land known as lots number "one" and number "two."

And these defendants further answering say, that when the connexions of the public surveys were completed, the said lot of land known as lot number "one" was ascertained, as these defendants are informed and believe, to contain one hundred and seventy-five and

forty-six hundredths acres of land; that the acres of land numbering fifteen acres and forty-six hundredths of an acre, the difference between one hundred and sixty acres and one hundred and seventy-five forty-six hundredths acres, were paid for by the assigns of John Goodbee, and that said payment was intended as a completion of and as a part and parcel of his original entry, as will more fully appear by reference to complainant's bill and exhibit, marked D, and therein referred to; by which it will be seen that said payment for the fifteen and forty-six hundredths acres mentioned above was made on the third day of April, one thousand eight hundred and forty-six.

All which matters and things these defendants are ready to aver, maintain, and prove, as this honorable court shall direct; and humbly pray to be hence dismissed, with their reasonable costs and charges in this behalf sustained, and to be forever quieted in their title and possession.

And your respondents will ever pray.

ISAAC T. PRESTON,
Solicitor for defendant.

CIRCUIT COURT OF THE UNITED STATES,
Fifth circuit and district of Louisiana.

Personally came and appeared before me, the undersigned commissioner of the United States, in and for the district of Louisiana, at New Orleans, in said district, this the second day of March, A. D. 1848, Robert Sewall and Holmes Hutchinson, (who answers for Franklin Hudson,) the defendants in the within and foregoing answer, who being by me first duly sworn, do depose and say, that the matters and facts by them charged and averred in this their joint answer, as charged and averred upon their own knowledge, information, and belief, are true, and those charged as derived from the information and knowledge of others they believe to be true.

ROBT. SEWALL,
HOLMES HUTCHINSON.

Sworn and subscribed before me, at New Orleans, this the 2d March, 1848.

J. Q. A. HOIT,
U. S. Comm'r, dist. of Louisiana.

Exhibit referred to in Answer.—No. 1.

To the register and receiver of the eastern district of Louisiana:

GENTLEMEN: I apply to become the purchaser of a tract of land by virtue of settlement under the act of Congress of the 12th of April, 1814, situated as follows, in the parish of Iberville, principally on the north side of the bayou Goula, designated as No. "one" by the surveyor, and is the same land which was inhabited and cultivated by Daniel Beedle, or Bidelle, in the year 1813, under whose settlement I claim by purchase. This land belongs to the United States, and is not right-

fully claimed by any other person; neither has said Bidelle removed from the State. The land claimed has not been surveyed according to law, but I apply for the right of pre-emption to one hundred and sixty superficial acres at the price provided by law, and offer proofs of the facts set forth.

(Signed) JOHN GOODBEE.

REGISTER'S OFFICE, NEW ORLEANS.

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing to be a true copy of the original on file in this office.

In faith whereof I have hereunto subscribed my name, this 26th day of January, 1848.

L. ST. MARTIN, *Register.*

Exhibit No. 2.

LAND OFFICE,

South eastern district of Louisiana.

Before me, John Dutton, judge in and for the parish of Iberville, personally appeared Charles Cox, who being duly sworn on the holy evangelists, declares and says, that Daniel Bedlee occupied and cultivated a tract of land lying on the bayou Goula, in the parish of Iberville, in the year 1813; that the said tract claimed lies partly on one side of the said bayou (principally on the north side) and partly on the other side, or south side of said bayou, and about at the distance of three miles from the Mississippi.

his
CHARLES ⋈ COX.
mark

Sworn and subscribed before me, this 25th day of January, A. D. 1819, at my office in the parish of Iberville.

(Signed) JOHN DUTTON,
Judge of the parish of Iberville.

Likewise came before me, judge aforesaid, Phillip Stope, who being duly sworn, as the above named deponent, saith, that the said Daniel Biddle or Bedle, occupied and cultivated the tract described in the preceding declaration, in the year one thousand eight hundred and thirteen.

his
PHILLIP ⋈ STOPE.
mark

Sworn and subscribed before me, this 17th day of April, A. D. 1819.

(Signed) JOHN DUTTON,
Judge of the parish of Iberville.

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing affidavit to be a true copy of the original one on file in this office.

In faith whereof I have hereunto subscribed my name, this 26th day of January, 1848.

L. ST. MARTIN, *Register.*

Exhibit referred to in Answer.—No. 3.

No. 8.

The applicant having proved, to the satisfaction of the register and receiver for the eastern district of Louisiana, that he has a pre-emption right to the land claimed, I, in consequence, certify that he is entitled to one hundred and sixty superficial acres of land as applied for; subject, however, to the sectional or divisional lines to be hereafter run under the authority of the United States.

February 22d, 1822.

(Signed) SAM. H. HARPER, *Register.*

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing to be a true copy of the original on file in this office.

In faith whereof I have hereunto subscribed my name, this 26th day of January, 1848.

L. ST. MARTIN, *Register.*

Exhibit annexed to Answer—Exhibit No. 4.

No. 5.

RECEIVER'S OFFICE, NEW ORLEANS,
February 26th, 1822.

Received of John Goodbee two hundred dollars, being the purchase money for one hundred and sixty superficial acres of land, in the parish of Iberville, designated as No. 1 by the surveyor, to which he has a pre-emption right, according to the certificate of the register, No. 8, exhibited to me.

(Signed) J. J. McLANAHAN, *Rec'r.*

160 acres *a* $1\frac{25}{100}$, $200. Original filed 9th Oct., 1845.

(Signed) PAUL DEBLIEUX, *Clerk.*

I, Adonis Pitit, clerk of the 6th district court, of the State of Louisiana, in and for the parish of Iberville, do hereby certify the foregoing to be a true and correct copy of the original receipt remaining on file, in the case of David M. Hughes vs. Robert Sewall, No. 1977, of the docket of the late 4th district court, of the parish of Iberville, in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of our sixth district court, at Plaquemine, parish of Iberville, this 4th day of February, A. D. 1848.

[SEAL.]

ADONIS PETIT, *Clerk.*

GENERAL LAND OFFICE,
September 23d, 1846.

SIR: On the 26th of February, 1822, John Goodbee entered at the land office, at New Orleans, Louisiana, under the Pre-emption act of the 12th of April, 1814, (Laws relating to Public Lands, vol. 1, p. 631 and 651,) per receiver's receipt No. 8, a tract of land, situated on the Mississippi river, supposed to contain 160 acres, and paid therefor at the rate of $1\frac{25}{100}$ per acre; which tract could not then be better described, because the connexions of the public surveys, embracing the land, had not then been made and returned to the land office.

The entry was made in accordance with the practice in such cases, and was regular and legal in all respects. Subsequently, proper returns of survey were made, on which the land was fully described and designated as lot No 1, on the north side of bayou Goula, or section 54, in township 10, (west of the Mississippi) of range 12 east; and therefrom it appears that the land officers permitted, on the 14th of May, 1836, one David Michael Hughes to enter the same land, as if it were a tract of public land, when it had been entered more than 14 years previously by Goodbee. The fact that Hughes' entry was for Goodbee's land was not brought to the attention of this officer, and the error of the land officers, in permitting the entry, was carried into patent, which was issued to Hughes, 16th of April, 1841. On ascertaining the illegality of the transaction with Hughes, he was called on to surrender the patent which had issued in his favor for Goodbee's land; and, as he has failed to do so, the object of this communication is to request that you will give such authority as will enable the claimants, under Goodbee, to use the name of the United States, with a view to proper proceedings in the United States district court, for the district of Louisiana, in order to set aside and annul the patent thus illegally issued to Hughes.

Certified copies of the following described papers are herewith endorsed, viz:

1st. Abstract of land entered at the land office, at New Orleans, as settlement rights, in virtue of the 5th section of the act of 12th April, 1814.

2d. The certificate of purchase granted to John Goodbee, 3d April, 1846, by the register at New Orleans.

3d. (On same paper.) The receipt granted to him by the receiver of public moneys for the additional payment required to complete the purchase of the 26th of February, 1822.

4th. Register of settlement rights, sold in virtue of the 5th section of an act of Congress, approved 12th April, 1814.

5th. The register's letter of the 23d February, 1846, to this office.

6th. The patent issued to David Michael Hughes, on New Orleans, Louisiana, certificate No. 644.

I am, sir, very respectfully, your obedient servant,

JAMES H. PIPER, *Acting Com'r.*

P. S.—Mr. Holmes Hutchinson, of Utica, New York, who represents the case before this office, has this day been advised of this reference of the case to you.

J. H. P.

Hon. R. J. WALKER,
Secretary of the Treasury.

Exhibit annexed to Answer.—Exhibit No. 5.

Book G, No. 657.

Before John Dutton, parish judge in and for the parish of Iberville, personally appeared John Goodbee, of the said parish, who did sell and convey unto Reuben Bush, of said parish, present and accepting, purchaser for himself, his heirs and assigns, all the right, title, interest, claim, and demand, which the said John Goodbee has in or to a certain tract of land, situate on the bayou Goula, by virtue of a right of preemption; and likewise the said John Goodbee sells to the said Reuben Bush the certificate of money paid to the receiver of public moneys for said land, of which receipt the following is a true copy.

"RECEIVER'S OFFICE,
New Orleans, February 26, 1822.

No. 5.

Received of John Goodbee two hundred dollars, being the purchase money for one hundred and sixty superficial acres of land, in the parish of Iberville, (designated No. 1 by the surveyor,) to which he has a preemption right, according to the certificate of the register, No. 8, exhibited to me. 160 acres *a* $1\frac{25}{100}$, $200. Original.

J. J. McLANAHAN."

And the final certificate of said land, together with the patent which shall issue thereon, shall, of right, belong to the present purchaser, although they be issued in the name of the vendor. This sale is made for and in consideration of the sum of two thousand dollars, which the purchaser obliges himself to pay to the vendor, or to his legal representatives, in four equal instalments, as follows, the first in March next, of five hundred dollars; the second, of a similar sum, in March, eighteen hundred and twenty-four; the third, of a similar sum, in March, eighteen hundred and twenty-five; and the fourth, of a similar sum, in March, eighteen hundred and twenty-six; for which payments the said Reuben Bush has furnished and delivered to the vendor four promissory notes, countersigned ne varietur, by me, judge aforesaid: the said

land to remain specially mortgaged until final payment of said notes. Thus done and passed in my office, this twenty-seventh day of June, in the year of our Lord one thousand eight hundred and twenty-two, in presence of J. A. Hoase and Surville Hebert, witnesses, who have signed with the parties, and me, judge aforesaid.

(Signed) JOHN GOODBEE,
REUBEN BUSH.

J. A. HOASE,
SURVILLE HEBERT.

JOHN DUTTON,
Parish judge of Iberville parish.

STATE OF LOUISIANA, *parish of Iberville.*

I, John Dutton, parish judge, in and for the parish of Iberville, do hereby certify the foregoing to be a true copy of the original act remaining on file and of record in my office, book G, entry No. 657.

In testimony whereof I have hereunto set my hand and public seal, this 5th day of May, A. D. 1846.

[SEAL.]

JOHN DUTTON,
P. judge.

Exhibit annexed to Answer.—Exhibit No. 6.

Book K, No. 201. Between Reuben Bush, on the one part, and Robert Loyd on the other, the following contract was made:

Article first. Reuben Bush sells to Robert Loyd a tract of land, situated in the parish of Iberville, on the north side of the bayou Goula, containing one hundred and sixty acres, being lot number one of the public land, surveyed on the north side of said bayou, bounded on the side towards the Mississippi by land of Paul Hebert; and on the opposite side by land of the said Robert Loyd. This land was purchased by Reuben Bush from John Goodbee, by act in the parish judges' office in Iberville, and by John Goodbee from the United States by right of pre-emption.

Robert Loyd binds himself to pay for said land the price of seventeen hundred dollars, in the following manner: First payment, five hundred dollars, to be made to Joseph Landry, or his order, on account of a note given for that sum by the vendor to John Goodbee, for part of his purchase money, when the present vendor bought from Goodbee; three hundred and fifty dollars to be paid to Joseph Hebert. The two foregoing payments to be made in March, eighteen hundred and twenty-five. 2d payment, payable in March, eighteen hundred and twenty-six, to James Goodbee, or to the holder of the said Bush's note for five hundred dollars, passed to John Goodbee in part payment of the above tract of land, and for the balance of [the] whole purchase, the said Loyd has this day passed his note to the said Bush for three hundred and fifty dollars, payable in March, eighteen hundred twenty-six.

The said Bush binds himself to surrender the possession of the said property to the orders of said Loyd, on or before the 25th of January next ensuing; in witness whereof we, the said parties, have made two originals of this one, the other party holds the other and signing the same, this 19th of June, in the year eighteen hundred and twenty-four.

(Signed) REUBEN BUSH,
ROBERT LOYD.

Witnesses present—
G. PEARCE,
THOMAS JONES.

I certify the foregoing to be a correct transcript of the original instrument of writing, inscribed this twenty-first day of June, eighteen hundred and twenty-four.

(Signed) J. DUTTON, *P. Judge.*

STATE OF LOUISIANA, *parish of Iberville.*

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the records of my office, Record book designated K, entry No. 201.

In testimony whereof I have hereunto set my hand and public seal, this 5th day of May, A. D. 1846.

[SEAL.] JOHN DUTTON, *P. Judge.*

Exhibit annexed to Answer.—Exhibit No. 7.

Book K, No. 504. Before me, John Dutton, judge of the parish of Iberville, personally came and appeared Robert Lloyd of the one part, and Silas F. Hudson of the other part, who do declare that whereas, by a verbal agreement a co-partnership was entered into, by and between the said parties, on the first day of January last, for the purpose of cultivating and carrying on a plantation in the said parish; now, therefore, to carry the same into effect, the said parties do hereby enter into the following covenants and agreements, to wit: The said Robert Lloyd doth hereby sell, convey, and set over to the said co-partnership a tract of land now owned by him, and in possession of the said co-partners, situated in this parish on the bayou Goula, being well known and designated in the surveys made under the Government of the United States as Nos. one and two, on the north side of the said bayou, bounded above by lands of Paul Hebert and others, and below by lands of Devance Hamilton, valued by the parties at the price of three thousand dollars; the said Silas F. Hudson doth hereby sell, convey, and set over, to the said co-partnership, seven slaves, to wit: Henry, a boy aged about fifteen years; Frisby, a boy aged twelve years; Debby, a girl aged about twenty years, and her child Nancy, aged about one year; Nancy, a girl aged about seventeen years; Hess, a girl aged about seventeen years; Maria, a girl aged about fourteen years, now in the possession of the said co-partners, and valued by the parties at the price of three thousand

dollars. It is, however, understood, that at the dissolution of this co-partnership, the said Silas F. Hudson shall have the privilege of taking back the said child of Debby, named Nancy aboved mentioned, at her estimated value at such time, accounting therefor to the co-partnership. The said parties do hereby covenant and agree that there is, and shall be, a co-partnership between them for the carrying on and cultivating the plantation or land aforesaid, to continue for and during the period of five years from the first day of January last; the expenses of which, and the profits and losses that may be made or result therefrom, to be borne and shared equally between the said parties.

The said Robert Lloyd doth hereby sell, convey, and set over, to the said co-partnership, two slaves, to wit, Carter, aged about twenty-four years, and Jem, about twenty-three years, for the price of twelve hundred dollars, which slaves are now in the possession of the said co-partners. And the said Silas F. Hudson agrees to pay to the said Robert Lloyd his share of the price of the said slaves, to wit, the sum of six hundred dollars, on the twentieth day of April next, with interest thereon at the rate of ten per cent. per annum from the twentieth day of April last until final payment. The said Silas F. Hudson shall have the sole management of the said plantation and negroes during the continuation of this co-partnership, and shall at the end of each and every year render to his said co-partner a just and true account of the receipts and expenditures by him made for the said concern, and pay over to him the nett amount of the proceeds or profits arising therefrom.

It is furthermore agreed by the said parties, that the said Silas F. Hudson shall be allowed by the co-partnership the sum of three hundred dollars as a compensation for his management and superintendence of the said plantation, to be paid from the proceeds of the common crop.

Done at the parish of Iberville, this twelfth day of September, in the year one thousand eight hundred and twenty-five, in presence of J. A. Haase and Nicholas Sburlati, witnesses, who have signed with the parties appearants, and me, judge aforesaid.

(Signed) ROBERT LOYD,
S. F. HUDSON.

J. A. HAASE,
NS. SBURLATTI.

JOHN DUTTON,
Parish Judge of Iberville parish.

I, John Dutton, parish judge in and for the parish of Iberville, State of Louisiana, do hereby certify the foregoing to be a true copy of the original act remaining on file and of record in my office, in Record book K, entry No. 504.

In testimony whereof I have hereunto set my hand and public seal, this fifth day of May, A. D. 1846.

[SEAL.]

JOHN DUTTON,
P. Judge.

Exhibit annexed to Answer.—Exhibit No. 8.

Book L, No. 201. Before me, John Dutton, parish judge in and for the parish of Iberville, personally came and appeared Robert Loyd, of the said parish, who did sell and convey, and by these presents doth sell and convey, unto Silas F. Hudson, also of said parish, present and accepting purchaser for himself, his heirs and assigns, an equal and undivided half of a certain tract or parcel of land, lying and situate on the north side of the bayou Goula, in said parish, being lots numbered one and two of the lands laid out and sold by the United States on said bayou, containing about three hundred and four acres; bounded on one side by Paul Hebert and others, and on the other side by Dervice Hamilton. And also an equal and undivided half of nine slaves, namely: Henry, aged about eighteen years; Frisby, aged about fifteen years; Debby, aged about twenty-two years, and Nancy, her child, aged near two years; Nancy, aged about twenty years; Maria, aged about seventeen years; Herse, or Hester, aged about twenty years; Carter, aged about twenty-seven years; and Jim, aged about twenty-six years. Together with all the cattle, horses, farming utensils, and other moveable property belonging or attached to said plantation.

The foregoing sale is made for and in consideration of the price and sum of seven thousand two hundred dollars, which the purchaser binds and obliges himself to pay to the vendor, or to the vendors, assigns, or other legal representatives, in six equal instalments of twelve hundred dollars each; the first whereof becomes due in the month of March, in the year eighteen hundred and twenty-eight; the second in one year from the last mentioned date; and one, another like instalment, in the month of March, in each year until the whole be paid; the last instalment becoming due in the month of March, in the year eighteen hundred and thirty-three; the purchaser to have the privilege of putting off each payment, "except the two first," for one year [after] it shall become due, and for such delay the purchaser is to pay interest at the rate of nine per cent. per annum. The said land is in part mortgaged to John Goodbee for the sum of one thousand dollars, which the said Robert Loyd obliges himself to pay and cause to be cancelled out of his own private funds, so that the purchaser shall not be liable to contribute to any part of the payment thereof. The said slaves are mortgaged by act, in my office duly recorded, for the sum of fifteen hundred dollars, which is to be paid by the parties to this act in equal shares for each.

The expense of plantation and material necessary for a gin, now erecting on said land, is to be shared equally by both parties, as well as carpenters' and gin wrights' bills for the same.

The partnership which heretofore existed between the parties to this act is hereby dissolved. All debts of said partnership, not above enumerated or specified, are to be paid in equal shares by each of the parties, among which are recognised a note due to the Bank of Louisiana for seven hundred and eighty dollars, subscribed by the said Loyd alone. The said Loyd is to have till the first of January, in the year

eighteen hundred and twenty-nine, for the payment of the mortgage due to John Goodbee. The whole of said property is to remain specially mortgaged for surety of the payment of the price of this sale.

Thus done and passed in my office the second day of July, in the year of our Lord one thousand eight hundred and twenty-seven, in presence of Nicholas Sburlatti and J. A. Hoase, witnesses, who have hereunto set their hands with the parties, and me, the said judge.

ROBERT LOYD,
SILAS F. HUDSON.

(Original signed)
J. A. HOASE,
NS. SURLATTI.

JOHN DUTTON,
Parish Judge.

I, Louis Petit, recorder in and for the parish of Iberville, do hereby certify the foregoing to be a true copy of the original act remaining in my office, and recorded in Record book L, entry No. 201.

Witness my hand and seal of office this 24th January, 1848.

[SEAL.]

L. PETIT, *Recorder.*

Exhibit annexed to Answer.—Exhibit No. 9.

Before me, Adolphe Mazureau, notary public in and for the parish and city of New Orleans, duly qualified and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally came and appeared Silas F. Hudson, of the parish of Iberville, in the State of Louisiana, who declared that, for the consideration hereinafter set forth, he has sold, bargained, conveyed and assigned, transferred and set over, as he does by these presents sell, bargain, convey, assign, transfer, and set over, with full guarantee against all debts, mortgages, evictions, alienations, and all incumbrances as of what nature and kind soever, unto William Meredith Lambeth, of this city, here present and accepting purchaser for himself, his heirs, and assigns—

1st. The undivided half of a certain plantation hereinafter designated, said plantation composed of two lots of land situated in the parish of Iberville, on the north side of bayou Goula, being of the lands laid out and sold by the United States, and designated as lots numbered one and two, on the north of said bayou, containing about three hundred and four superficial acres, and all the buildings and improvements thereon.

2d. The undivided half of the following slaves, viz: Henry, aged twenty-four years; Frisby, twenty; John, fourteen; Jackson, eight; Debby, three; Maria, eighteen; Fanny, thirty-four; Ann, twelve; Fanny, five; Patrick Smith, twenty-six; Peter Lee, twenty-seven; Reuben Freeman, twenty-three; Lewis Jackson, twenty-two; John Hutchinson, twenty-four; George Daniels, sixteen; Maz Thomas, twenty-four; Nelly Lee, twenty-six; Emily, eighteen; Elly Thomas, twenty; Nacy, three months; Sandy, twenty-six; Emery, twenty-four, Sally Ann, nineteen, and her child, three months old.

3d. The undivided half of all the cattle, horses, oxen, mules, carts, stock, and farming utensils.

4th. Together, also, with the undivided half of one hundred and five shares of the capital stock of the Union Bank of Louisiana.

The undivided half of all which plantation, slaves, and stock belongs to the present seller, for having acquired the same from Edmund Kimball by an act executed before the undersigned notary on the fifteenth March instant, with the exception of the four last mentioned slaves, which are the private property of the said Silas F. Hudson. To have and to hold the said land and slaves and stock unto the said purchaser, his heirs and assigns, forever.

And the said seller hereby further promises that he and his heirs shall and will forever warrant and defend the property herein conveyed against all legal claims and demands whatever. And the said seller moreover transfers unto the said purchaser all the rights and actions of warranty to which he is entitled against all the former proprietors of the land and slaves herein conveyed, subrogating said purchaser to the said rights and actions, to be by him enjoyed and exercised in the same manner as they might have been by the present seller.

This sale is made for and in consideration of the sum of fourteen thousand eight hundred [and] sixty-eight dollars and seventy-five cents; in deduction whereof the said purchaser has paid in cash, before the execution of these presents, the sum of five thousand dollars, out of the presence of the notary and witnesses undersigned, to the said seller, who hereby acknowledges the receipt thereof, and grants full discharge and acquitance for the same. And for the balance the said purchaser, William M. Lambeth, assumes in every respect all the obligations contracted and assumed by his present seller, Silas F. Hudson, towards Edmund Kimball, by the aforesaid act passed before the undersigned notary of the fifteenth day of March instant; that is to say, the said William M. Lambeth agrees and obligates himself to pay—

1st. The sum of three thousand dollars, which is the balance due to Isaac Clark, who sold the undivided half of said lands, slaves, and stock, to Edmund Kimball, the payment of which sum had been assumed by the said Silas F. Hudson. And the said William M. Lambeth hereby puts himself exactly in the same place aud situation as the said Silas F. Hudson was in relation to the payment of the said sum of three thousand dollars.

2d. The said purchaser further promises to pay and take up, at maturity, three certain drafts, issued by the said Hudson to the order and endorsed by Charles A. Jacobs, and accepted by the said William M. Lambeth himself, dated the said fifteenth day of March instant, for the sum of fifteen hundred [and] forty-five dollars and eighty-three cents and one-third each, and payable respectively at one, two, and three years from date.

3d. And, finally, the said purchaser hereby contracts to pay to the Union Bank of Louisiana the sum of two thousand two hundred [and] thirty-one dollars and twenty-five cents, being the amount which the

said Silas F. Hudson assumed to pay, in the act of the fifteenth day of March instant aforesaid, as the proportion due by the said Kimball on the balance of the loan originally obtained from the said Union Bank of Louisiana by Hudson and Clark, as holders of one hundred and five shares of the stock of said bank. And in order that the present purchaser, William M. Lambeth, may be placed in precisely the same situation that the said Silas F. Hudson put himself according to the aforesaid act of sale from Edmund Kimball to him, and also in order that the said Silas F. Hudson may be discharged and exonerated from the liabilities by him incurred in the said sale, the said William M. Lambeth does hereby assume the same mortgages which the said Silas F. Hudson did assume, and which are minutely specified in the act of sale above referred to, namely: 1st. The mortgage in favor of the Union Bank of Louisiana, securing the one hundred and five shares of stock above mentioned. 2d. The mortgage in favor of Isaac Clark for three thousand dollars.

It is hereby agreed, by and between the parties, that the said Silas F. Hudson shall, within the shortest delay, in order to confer on the said William M. Lambeth a clear and unquestionable title to the above described property, cause his wife to renounce in favor of said purchaser all her rights of any nature and kind whatsoever on the said premises.

Thus done and passed in my office, at the city of New Orleans, on the seventeenth day of March, eighteen hundred and thirty-six, in the presence of Frederick Prevost and Gustave d'Henricourt, who have signed these presents with the parties and me, the said notary, after reading the whole.

(Signed) SILAS F. HUDSON,
W. M. LAMBETH.

G. d'HENRICOURT,
F. PREVOST.

(Signed) A. MAZUREAU,
Notary Public.

A true copy:
[SEAL.] A. MAZUREAU,
Notary Public.

Exhibit annexed to Answer.—Exhibit No. 10.

UNITED STATES OF AMERICA,
State of Louisiana, city of New Orleans.

Before me, Adolphe Mazureau, notary public in and for this city and parish of Orleans, duly commissioned and sworn, and in the presence of the witnesses hereinafter named and undersigned, personally appeared William Meredith Lambeth, of this city, who declared that, for the consideration, and under the terms and conditions hereinafter set forth, he has sold, and does, by these presents, grant, bargain, sell, convey, transfer, assign, and set over, with a full guarantee against all troubles,

debts, mortgages, claims, evictions, donations, alienations, and all encumbrances of what nature or kind soever, unto Robert Sewall, of the parish of Iberville, here present, and accepting for himself, his heirs and assigns, and acknowledging due delivery and possession:

First. The undivided half or moiety of a certain plantation composed of two lots of land situate and lying in the said parish of Iberville, on the north side of bayou Goula, being of the lands laid out and sold by the United States, and designated as lots No. one and two, on the north of said bayou, said plantation having about ten arpents front of said bayou Goula, with all the depth thereto belonging, so as to contain three hundred and four superficial acres, more or less.

Second. The undivided half or moiety of the double concession containing about eight hundred superficial arpents, more or less.

Third. The undivided half or moiety of all and singular the following slaves, viz., Peter, Jack, Smith, Reuben, Henry, Whitman, Robert, Charles, Hutchinson, Lewis, Nathaniel, Frisby, George, Breeden, Jessee, Harry, John, Jackson, Cyrus, Nelly, Ellen, Maria, Debby, Flora and her child, Hannah and her child, Halley and her child, Emily, Jane and her child, Fanny, little Fanny, Caroline, Sally Ann, Ann, Mary Ann and her child.

Fourth. The full and entire ownership and interest of the following eight slaves, Dennis, Bob, Tom, Jeff, Viney, and Emma and her two children.

Fifth. And the undivided half or moiety of one hundred and five shares of the capital stock of the Union Bank of Louisiana, of one hundred dollars each, together with all profit and advantage to arise therefrom in any manner whatsoever; said stock having originally been secured by Hudson and Clark, the former proprietors of said plantation, by an act of mortgage, passed before the undersigned notary, on the twenty-third day of January, eighteen hundred and thirty-three.

The undivided half of the plantation, slaves, and stock, herein conveyed, was acquired by the said William M. Lambeth from Silas F. Hudson, by an act passed before the undersigned notary on the seventeenth day of March, eighteen hundred and thirty-six; the eight slaves sold *in toto* were purchased by said William M. Lambeth from divers persons, and he hereby obligates himself to produce his title to the same whenever required so to do.

To have and to hold the said undivided half of the lands, slaves, and stock herein conveyed unto the said purchaser, his heirs, and assigns, to their proper use and behoof forever: and the said vendor of the said undivided half of said lands, slaves, and stock, to the said purchaser, his heirs and assigns, shall and will warrant and forever defend, against the lawful claims of all persons whomsoever, by these presents; and the said vendor moreover subrogates the said purchaser to all the rights and actions of warranty which he has or may have against his own vendor, or against the vendors of his vendor, fully authorizing said purchaser to exercise the said rights and actions in the same manner as he himself, the said vendor, might or could have

done. This sale is made for and in consideration of the total sum of forty-five thousand and fifty dollars, the purchaser having agreed to pay one thousand and fifty dollars as the premium on said stock, and forty-four thousand dollars for the balance of property and slaves herein described and conveyed. In part payment and deduction of said sum of forty-five thousand and fifty dollars, the said purchaser hereby assumes to pay to the Union Bank of Louisiana the sum of seventeen hundred and six dollars and twenty-five cents, which is the half of a stock note or obligation for thirty-four hundred twelve dollars and fifty cents, due on the first day of March next ensuing the date hereof. The said sum of thirty-four hundred twelve dollars and fifty cents being the balance due on the loan originally obtained by Hudson and Clarke, as stockholders of the Union Bank of Louisiana. And the said Robert Sewall hereby puts himself in the lieu and place of said vendor in relation to the half of said stock note or obligation, assumes to the extent of one-half the mortgage hereinbefore mentioned and granted by said Hudson and Clarke; and for the balance the purchaser has furnished the following promissory notes, viz., five promissory notes subscribed by Philip B. Key, and Henry Johnson, jointly and severally, to the order of and endorsed by himself, said Robert Sewall, dated at the parish of Assumption, on the sixteenth day of January instant, each bearing eight per cent interest per annum, from date until paid, and being as follows: one note for five thousand five hundred and thirty-six dollars and forty-one cents, including the interest, payable on the first of March, eighteen hundred and forty-two; one for five thousand nine hundred forty-seven dollars and seventy-three cents, including interest, payable on the first of March, eighteen hundred and forty-three; one for six thousand three hundred sixty dollars and forty-nine cents, including the interest, and payable on the first of March, eighteen hundred and forty-four; one for six thousand seven hundred seventy-one dollars and eighty-one cents, including the interest, payable on the first March, eighteen hundred and forty-five; and one for seven thousand one hundred eighty-three dollars and thirteen cents, including the interest, and payable on the first of March, eighteen hundred and forty-six.

Also five promissory notes this day subscribed by Robert Sewall, to the order of ————————, and bearing interest from maturity, at the rate of ten per cent. per annum, until final payment, and being of the following tenor: one for two thousand six hundred seven dollars and thirty-four cents, payable on the first of March, eighteen hundred and forty-two; one for two thousand eight hundred fifty-two dollars and twenty-seven cents, payable on the first of March, eighteen hundred and forty-three; one for two thousand four hundred thirty-nine dollars and fifty cents, payable on the first March, eighteen hundred and forty-four; one for two thousand twenty-eight dollars and nineteen cents, payable on the first March, eighteen hundred and forty-five; and one for sixteen hundred and sixteen dollars and eighty-seven

cents, payable on the first of March, eighteen hundred and forty-six; all which were signed "ne varietur" by me, notary, for the purpose of identification with these presents, and were handed over to the said vendor, who hereby acknowledges to have the same in his possession.

And in order to secure the full and punctual payment of all the said notes at maturity, and of the eventual interest to accrue thereon, the property and slaves herein conveyed remain specially mortgaged and hypothecated in favor of the said William M. Lambeth.

The purchaser hereby binds himself not to alienate, encumber, mortgage, or deteriorate the said premises and slaves to the prejudice of this mortgage, and hereby confesses judgment for the amount of said notes, to be paid as aforesaid.

The parties hereto have mutually dispensed with the production of the certificate of the judge and recorder of mortgages in and for the parish of Iberville, to show what mortgages may exist on the undivided half of the land and slaves herein conveyed, and exonerate the notary from all liability on account of the execution of this act without such certificate.

The said seller declared that the plantation herein conveyed is the same as was mortgaged by the said Hudson and Clarke, and then represented as being bounded on one side by lands belonging to Paul Hebert, and on the other side by lands of Joseph Dervins and Hamilton. And the said seller further declares, that for the consideration herein above set forth he sells his undivided half of all improvements, utensils, and things whatsoever, attached to and connected with said plantation.

And next personally appeared Mistress Georgiana Slocum, the wife of said William M. Lambeth, of full age, and by her said husband duly authorized, who acknowledges that she is fully aware of the rights of married women on the property of their husbands; which said rights I, the said notary, did carefully explain to her out of the presence and hearing of her said husband, as it was my duty to do; and who further declared that, being well informed of the existence of an act of the legislature of the State of Louisiana, entitled an act to limit the time in which married women, aged above twenty-one years, may retract renunciations by them made in favor of third persons of their matrimonial, dotal, paraphernal, and other rights, and to authorize them in future to make valid renunciations, approved March 25th, 1835, she does by these presents, of her own free will and accord, and without any compulsion or coercion of her said husband, renounce in favor of the said Robert Sewall, here present and accepting the same, all the matrimonial, dotal, paraphernal, and other rights and privileges which, by virtue of the law, or otherwise, she may have on the land and slaves hereby conveyed. 1st, for the restitution and replacing of such dotal effects as were her property previous to marriage; 2d, for the restitution and replacing of such dotal effects as she may have acquired since by succession or donation; 3d, for the payment of such of her paraphernal

property as shall have been appropriated by her said husband to his own use, or by which he may, in his individual capacity, have profited; 4th, as a security for the obligations of her husband, as usufructuary of her paraphernal property; 5th, as an indemnity for the debts which she may have contracted with her husband; as also for the purpose of replacing such part of her separate property as may have been sold; and, generally, in virtue of all causes whatsoever. The said appearer hereby binding herself and her heirs to the said Robert Sewall, that she and they shall and will, at all times hereafter, acknowledge and sustain the validity of the foregoing sale and of this renunciation.

Done and passed in my office, at the city of New Orleans, on this 25th day of January, eighteen hundred and forty-one, in the presence of John Cregg and George A. Jenkins, witnesses who have signed these presents with the parties and me, notary, after reading the whole.

Signed, ROB'T SEWALL,
W. M. LAMBETH,
GEORGIANA LAMBETH.

J. CRAGG,
GEORGE A. JENKINS.

A. MAZUREAU,
Notary Public.

A true copy. Attest:
[SEAL.] A. MAZUREAU, *Not. Pub.*

Appearance.

And afterwards, to wit, at April rules, A. D. 1848, the following entry was made in the chancery order docket of the said court:

UNITED STATES
vs.
DAVID M. HUGHES et al.

Appeared this day, in the clerk's office, at rules, David M. Hughes, by his solicitor, John Henderson, esq., and entered his appearance in this cause to the complainant's bill.

Demurrer.

And afterwards, to wit, on the 17th day of April, A. D. 1848, came the defendant, David M. Hughes, by his solicitor, and filed in the clerk's office his demurrer to complainant's bill, in the words and figures following, to wit:

In circuit court of the United States, for district of Louisiana.

DAVID M. HUGHES
ads.
THE UNITED STATES.

The defendant, David M. Hughes, by protestation, &c., doth demur to complainant's bill in the case aforesaid; for that said bill, and the

matters thereof, as the same are therein set forth, doth not present such a case as entitles complainant to any discovery or relief against this defendant. Wherefore, and for divers other causes of demurrer apparent in said bill, this defendant prays judgment, whether he shall make other and further answer to said bill; and prays to be dismissed, with his reasonable costs in this behalf expended.

And for special causes of demurrer defendant assigns and shows the following:

1st. That by the showing in said bill this court has no jurisdiction of the matter presented, as the subject of controversy between this defendant and Sewall and Hudson, being all citizens of Louisiana.

2d. Because by the showing in said bill the United States, as complainants, have no interest whatever in the matter in controversy.

3d. That the case made by the bill shows that Robert Sewall and Franklin Hudson, who are defendants in this bill, are in point of interest the only proper parties to complain against this defendant, and are not properly his co-defendants.

4th. Because by the case made by the bill, the United States appear to litigate the private rights of one citizen against another citizen, without cause or authority so to do.

5th. Because there is no law to authorize the United States to invoke the courts of the United States to repeal, revoke, and cancel a deed for land given by the United States to a citizen, when the whole price is acknowledged to have been received by the United States for the land sold.

6th. Because the complaint is in form an information by the district attorney of the United States in behalf of the United States, and in behalf of Sewall and Hudson, for matters only cognizable by a court of equity, on a bill in chancery, at the instance of the party aggrieved.

7th. Because the matter asserted as a pre-emption right to land in John Goodbee is in law no right of pre-emption.

8th. Because, if the right asserted was originally good as a right of pre-emption in John Goodbee, it is shown by the bill to have been lost, and forfeited as such right, for want of timely payment; and for many other defects, &c., in said bill appearing.

JOHN HENDERSON,
Sol. for deft. Hughes.

I, John Henderson, an attorney and counsellor of the Supreme Court of the United States, do certify that, in my judgment and opinion, I do verily believe the foregoing demurrer is well founded in point of law.

JOHN HENDERSON.

David M. Hughes, the defendant and demurrant in this case, being duly sworn, deposeth and saith, that his preceding demurrer, proposed to be filed in this suit, is not interposed for delay, but that law and justice may be speedily adjudged. D. M. HUGHES.

Sworn and subscribed before me, this 17th April, 1848.

ED. RANDOLPH, *U. S. Com'r.*

And afterwards, to wit, on the 16th day of June, A. D. 1848, the following entry was made on the minutes of the said court:

UNITED STATES
vs.
D. M. HUGHES et al.

The demurrer of the defendant Hughes, filed in this cause, being assigned for hearing for this day, appeared the respective parties by counsel; T. J. Durant, esq., United States district attorney, for the plaintiffs, and John Henderson for the said defendant; said demurrer was taken up and argued by counsel, and after some progress the same was continued until Monday the nineteenth instant, at nine o'clock, a. m.

And afterwards, to wit, on the nineteenth day of June, A. D. 1848, an entry was made on the minutes of said court, in the words and figures following, to wit:

The UNITED STATES
vs.
D. M. HUGHES et al.

The argument of counsel on the demurrer filed in this case was this day resumed; the same having been concluded it was submitted, when the court took the said demurrer under advisement.

Judgment.

And afterwards, to wit, on the 19th day of February, A. D. 1849, the following judgment was entered on the judgment docket of the said court:

The UNITED STATES
vs. No. 1666.
D. M. HUGHES et al.

The court having considered the demurrer, heretofore submitted, on the 19th day of June, 1848, in the above entitled suit, it is ordered, that the said demurrer be and the same is hereby sustained; and it is further ordered that the complainant's bill be dismissed.

Judgment rendered 24th January, A. D. 1849.

Judgment signed 19th February, 1849.

THEO. H. McCALEB, [SEAL.]
U. S. Judge.

Motion for an appeal and order.

And afterwards, to wit, on the 10th day of April, 1849, an entry was made on the minutes of the said court, in the words and figures following, to wit:

The UNITED STATES
vs.
D. M. HUGHES et al.

On motion of Thomas J. Durant, attorney of the United States for the eastern district of Louisiana, it is ordered that an appeal be allowed

in this case, in favor of the United States, from the judgment rendered on the demurrer in this case, filed by the defendants at the present term of the court; said appeal returnable to the Supreme Court of the United States, at its next term hereafter.

Clerk's certificate.

I, Edmund Randolph, clerk of the United States circuit court, fifth circuit and eastern district of Louisiana, do hereby certify, that the foregoing 97 pages contain a full, true, and complete transcript of the record and proceedings, together with all the evidence adduced on the trial of the case of "The United States vs. D. M. Hughes et al., No. 1666 of the docket of this court, so far as the same now remain on file.

In testimony whereof I have hereunto set my hand and seal of said court, at the city of New Orleans, this 27th July, A. D. 1849. [SEAL.]

EDMUND RANDOLPH, *Clerk*.
Per J. W. GURLEY, *Dep. Clerk*.

United States of America, circuit court of the United States, for the fifth circuit and eastern district of Louisiana.

I, Theodore H. McCaleb, United States judge for the eastern district of Louisiana, do hereby certify, that Edmund Randolph, whose name is signed to the above certificate as clerk of the circuit court of the United States for the eastern district of Louisiana, was at the time of signing said certificate, and is now, the clerk of said court; that said certificate is in due form of law, and that full faith and credit are due to his official attestations as such clerk.

I further certify, that J. W. Gurley, who signed said Edmund Randolph's name as clerk, was at the time of signing the same the duly appointed and qualified deputy clerk of said Edmund Randolph.

Given under my hand and seal, at New Orleans, in the eastern district of Louisiana, this 27th day of July, A. D. 1849.

THEO. H. McCALEB. [SEAL.]